

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Manalapan Township COUNTY: Monmouth

RECIPIENT: Millstone Township Schools COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

Provide One (1) Class Three Special Law Enforcement Officer (SLEO 3) to the Board of Education for security for the Millstone Township Schools

EFFECTIVE DATE: July 1, 2018

EXPIRATION DATE: June 30, 2019

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$unknown

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
MANALAPAN, COUNTY OF MONMOUTH, STATE OF NEW JERSEY,  
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT  
WITH THE MILLSTONE TOWNSHIP BOARD OF EDUCATION**

Mr. Uniglicht offered the following resolution and moved its adoption:

**WHEREAS**, the Millstone Board of Education has requested a Shared Services Agreement with Manalapan Township to provide one Class Three Special Law Enforcement Officer (SLEO 3) to the Board of Education for security for the Millstone Township Schools; and

**WHEREAS**, the Millstone Board of Education agrees to pay all costs associated with the SLEO 3 at the Millstone Township Schools as provided in Appendix A and the Township agrees that it makes financial sense for the parties to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS**, the Board of Education and the Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Manalapan that the Mayor and Township Clerk be and are hereby authorized and directed to execute a Shared Services Agreement with the Millstone Township Board of Education, a copy of which is annexed hereto and a copy of which shall be maintained on file in the Office of the Township Clerk.

**BE IT FURTHER RESOLVED** that a copy of this resolution be sent to the Township Administrator, Chief of Police, Director of Finance and Millstone Township Board of Education.

Seconded by Mrs. Musich and adopted on roll call by the following vote:


AFFIRMATIVE: Cohen, Kane, Musich, Uniglicht, McNaboe  
NEGATIVE: None  
ABSTAIN: None  
ABSENT: None  
DATED: May 23, 2018

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A  
RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN  
DURING A MEETING HELD ON MAY 23, 2018

  
MUNICIPAL CLERK  
TOWNSHIP OF MANALAPAN

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement") is made on this 11th day of June, 2018 by and between the MILLSTONE TOWNSHIP BOARD OF EDUCATION (hereinafter Board of Education) offices located at 5 Dawson Ct, Millstone Township, New Jersey, 08535 and the TOWNSHIP OF MANALAPAN (hereinafter "Township"), with offices located at 120 Route 522, Manalapan, New Jersey, 07726.

**WHEREAS**, the parties are desirous of entering into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. for the Township to provide one (1) Class Three Special Law Enforcement Officer to the Board of Education for security for the Millstone Township Schools. 

**WHEREAS**, the Board of Education and the Township agree that it makes financial sense for the parties to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS**, the Board of Education and the Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. Purpose. The Chief of Police shall assign one (1) Class Three Special Law Enforcement Officer (SLEO) to Millstone Township Schools. The duties to be performed and the extent of said duties shall be assigned by the Chief of Police in cooperation with the Superintendent or his/her designee.
2. Supervision. The SLEO shall be under the supervision and direction of the Manalapan Township Chief of Police or another superior officer designated by the Chief of Police. The SLEO shall remain subject to all rules and regulations of the Manalapan Township Police Department and shall not be considered an employee of the school or the Board of Education.
3. Powers. The SLEO shall have full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at Millstone Township Schools.

4. Reimbursement. The Board of Education agrees to pay the Township all costs incurred by the Township for the services rendered by the SLEO at Millstone Township Schools. See Attachment A (Cost Breakdown). The Township shall provide invoices to the Board of Education each month from September to June. Before the expiration and/or termination of this Agreement, any outstanding amounts due to the Township shall be paid in full by the Board of Education.
5. Term of Agreement. This Agreement shall be for a one year period commencing July 1, 2018 and shall terminate on June 30, 2019. The Agreement shall renew annually for an additional three (3), one (1) year terms, unless either Party provides written notice ninety (90) days prior to the termination date to their intention not to renew this Agreement.
6. Termination. Either Party may terminate this Agreement upon providing ninety (90) day prior written notice to the other.
7. Indemnification. The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of the duties of the SLEO pursuant to the terms of this Agreement, except if such loss, claim, damage, liability, cost or expense arises out of the willful misconduct of either Party.
8. Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.
9. Notice. Any notice required by this Agreement shall be in writing and shall be delivered to the other party as specified below:

To the Township:

Tara Lovrich, Township Administrator  
120 Route 522  
Manalapan, NJ 07726

To the Board of Education:

Bernard Biesiada, Business Administrator  
Millstone Township School District  
5 Dawson Court  
Millstone Township, NJ 08535


10. Authorization. Both the Board of Education and the Township represent that the execution, delivery and performance of this agreement has been authorized by its respective governing body.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.


MILLSTONE TOWNSHIP BOARD OF EDUCATION

By:   
David DePinho, Board of Education President

ATTEST:

  
Bernard Biesiada, Board Secretary

TOWNSHIP OF MANALAPAN

By:   
Jack McNaboe, Mayor

ATTEST:

  
Regina Preteroti, Township Clerk